

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA**

In Re:

CHAPTER 7 CASE

Andrew M. Babcock
SSN XXX-XX-7470
Ann M. Babcock
SSN XXX-XX-6334

CASE NO. 04-50954 GFK

Debtor.

NOTICE OF HEARING AND MOTION FOR RELIEF FROM STAY

TO: Debtor and other entities specified in Local Rule 9013-3(a).

1. Washington Mutual (hereinafter "Secured Creditor"), by its undersigned attorney moves the Court for the relief requested below and gives notice of hearing herewith.

2. The Court will hold a hearing on this motion on October 6, 2004, at 1:30 p.m., or as soon thereafter as counsel can be heard, before the Honorable Gregory F. Kishel in Courtroom 2, Fourth Floor of the above entitled Court located at U.S. Courthouse, 515 West First Street, Duluth, Minnesota.

3. Any response to this motion must be filed and delivered not later than October 1, 2004, which is three days before the time set for the hearing (excluding Saturdays, Sundays and holidays), or served and filed by mail not later than September 27, 2004, which is seven days before the time set for the hearing (excluding Saturdays, Sundays and holidays). UNLESS A RESPONSE OPPOSING THE MOTION IS TIMELY FILED, THE COURT MAY GRANT THE MOTION WITHOUT A HEARING.

4. This Court has jurisdiction over this motion pursuant to 28 U.S.C. §§ 157 and 1334, Federal Rule of Bankruptcy Procedure 5005 and Local Rule 1070-1. This proceeding is a core proceeding. The petition commencing this case was filed on August 25, 2004. The case is now pending in this Court.

5. This motion arises under 11 U.S.C. § 362 and Federal Rule of Bankruptcy Procedure 4001.

This motion is filed under Federal Rule of Bankruptcy Procedure 9014 and Local Rules 9013-1 - 9019-1. Movant requests relief from the automatic stay with respect to property subject to a lien. Movant requests said relief be effective immediately notwithstanding Federal Rule of Bankruptcy Procedure 4001(a)(3).

6. Debtor is indebted to Secured Creditor in the original principal amount of \$130,800.00, as evidenced by that certain Promissory Note dated June 6, 2003, a copy of which is attached hereto as Exhibit "A", together with interest thereon.

7. Debtor's indebtedness is secured by a mortgage on real estate in which Debtor has an interest as evidenced by that certain mortgage deed dated June 6, 2003, executed by Andrew M. Babcock and Ann M. Babcock, husband and wife, a copy of which is attached hereto as Exhibit "B". The name and address of the original creditor is contained in the attached Exhibit "B". The property is located in Pine County, Minnesota and is legally described as follows to-wit:

The East Half of the Northwest Quarter of the Northwest Quarter of the Northeast Quarter of Section 18, Township 44, Range 19, Pine County, Minnesota. AND. The West Half of the Northeast Quarter of the Northwest Quarter of the Northeast Quarter, of Section 19, Township 44, Range 19, Pine County, Minnesota.

Secured Creditor is now the holder of said mortgage and is entitled to enforce the terms thereof.

8. At all times material, Debtor was in default of the payments and performance of obligations to Secured Creditor.

9. Pursuant to 11 U.S.C. § 362(g) the burden is on Debtor to prove absence of cause and/or adequate protection. This Secured Creditor's interest in the property is not adequately protected where, as of September 20, 2004, Debtor is delinquent in the making of monthly payments as required for the months of June, 2004 through September, 2004, inclusive, in the amount of \$976.08 each; accruing late charges of \$154.76 and attorneys fees and costs of \$675.00. Debtor has failed to make any offer of adequate protection.

10. Debtor has no equity in the property and the property is not necessary to an effective organization. The value of the property as scheduled by Debtor is \$164,000.00 subject to Secured Creditor's mortgage in excess of \$132,927.98.

The property is also subject to a second mortgage in favor of Washington Mutual in excess of \$24,000.00.

Considering selling costs of 10%, Debtor has no real equity in the property. Since this is a liquidation case, no reorganization is being attempted.

11. Secured Creditor desires to protect its interest in the aforementioned property and requests the Court to vacate the stay of actions and allow foreclosure pursuant to Minnesota law.

12. Secured Creditor has incurred and will incur legal fees and costs to protect and enforce its rights in the subject property.

WHEREFORE, Secured Creditor, by its undersigned attorney, moves the Court for an order for judgment that the automatic stay provided by 11 U.S.C. § 362(a) be modified so to permit the movant to commence mortgage foreclosure proceedings under Minnesota law and for such other relief as may be just and equitable.

Dated this 20th day of September, 2004.

WILFORD & GESKE

By /e/ James A. Geske

James A. Geske
Attorneys for Secured Creditor
7650 Currell Blvd., Ste 300
Woodbury, MN 55125
651-209-3300
Attorney Reg. No. 14969X

THIS COMMUNICATION IS FROM A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

ENUS
H04

9/7/2004

3074088032-859



NOTE

NOTEJUNE 08, 2003
(Date)FAIRMONT
(City)MINNESOTA
(State)3428 COUNTY ROAD 43, WILLOW RIVER, MN 55785
(Property Address)**1. BORROWER'S PROMISE TO PAY**

In return for a loan that I have received, I promise to pay U.S. \$ 130,800.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is WASHINGTON MUTUAL BANK, FA

I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 8.875 %.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS**(A) Time and Place of Payments**

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the 1st day of each month beginning on AUGUST, 2003.

I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on JULY 01, 2003

I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at P.O. BOX 860139, DALLAS, TX 75268-0139 or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ 773.73

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums

MULTISTATE FIXED RATE NOTE - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

-5N 102071

Form 3200 1/01

VMP MORTGAGE FORMS - (800)521-7291

Page 1 of 3

Initials:

AMB
AMB**EXHIBIT**

A

9/7/2004

ORIGINAL COPY
OF INSTRUMENT

DEED

ZMN1
H04**MORTGAGE**

3074080032-859

Return To:

WASHINGTON MUTUAL BANK, FA
P.O. BOX 808043
PETALUMA, CA 94975-8043
FINAL REVIEW AU 062

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated JUNE 08, 2003 together with all Riders to this document.

(B) "Borrower" is ANDREW M. BABCOCK AND, ANN M. BABCOCK, husband and wife

Borrower is the mortgagor under this Security Instrument.

MINNESOTA - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3024 1/01

VMP - 8(MN) (2005)

Page 1 of 18

Initialed:

VMP MORTGAGE FORMS - (800)621-7281

**EXHIBIT**B

(C) "Lender" is WASHINGTON MUTUAL BANK, FA

Lender is a FEDERAL SAVINGS BANK
organized and existing under the laws of THE UNITED STATES OF AMERICA
Lender's address is 3893 AIRWAY DRIVE, SANTA ROSA, CA 95403

Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated JUNE 06, 2003

The Note states that Borrower owes Lender ONE HUNDRED THIRTY THOUSAND EIGHT

HUNDRED AND 00/100

Dollars

(U.S. \$ 130,800.00) plus interest. Borrower has promised to pay this debt in regular
Periodic Payments and to pay the debt in full not later than JULY 01, 2033

(E) "Property" means the property that is described below under the heading "Transfer of Rights
in the Property."

(F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late
charges due under the Note, and all sums due under this Security Instrument, plus interest.

(G) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The
following Riders are to be executed by Borrower (check box as applicable):

- | | | |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> VA Rider | <input type="checkbox"/> Biweekly Payment Rider | <input type="checkbox"/> Other(s) [specify] |

(H) "Applicable Law" means all controlling applicable federal, state and local statutes,
regulations, ordinances and administrative rules and orders (that have the effect of law) as well as
all applicable final, non-appellable judicial opinions.

(I) "Community Association Dues, Fees, and Assessments" means all dues, fees,
assessments and other charges that are imposed on Borrower or the Property by a condominium
association, homeowners association or similar organization.

(J) "Electronic Funds Transfer" means any transfer of funds, other than a transaction
originated by check, draft, or similar paper instrument, which is initiated through an electronic
terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize
a financial institution to debit or credit an account. Such term includes, but is not limited to,
point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire
transfers, and automated clearinghouse transfers.

(K) "Escrow Items" means those items that are described in Section 3.

(L) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or
proceeds paid by any third party (other than insurance proceeds paid under the coverages
described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or
other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv)
misrepresentations of, or omissions as to, the value and/or condition of the Property.

(M) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or
default on, the Loan.

(N) "Periodic Payment" means the regularly scheduled amount due for (i) principal and
interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.)
and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended
from time to time, or any additional or successor legislation or regulation that governs the same
subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and
restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan
does not qualify as a "federally related mortgage loan" under RESPA.

AMB
AMB

(P) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns, with power of sale, the following described property located in the COUNTY [Type of Recording Jurisdiction] of PINE [Name of Recording Jurisdiction]

The East Half of the Northwest Quarter of the Northwest Quarter of the Northeast Quarter of Section 18, Township 44, Range 19, Pine County, Minnesota.

AND

The West Half of the Northeast Quarter of the Northwest Quarter of the Northeast Quarter, of Section 19, Township 44, Range 19, Pine County, Minnesota.

Parcel ID Number: 220204002 .
3426 COUNTY ROAD 43
WILLOW RIVER
("Property Address"):

which currently has the address of
[Street]
[City] , Minnesota 55795 [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security

ZMN2

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Witnesses:

A

Andrew M Babcock (Seal)
-Borrower

ANDREW M. BABCOCK

Ann M Babcock (Seal)
-Borrower

ANN M. BABCOCK

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

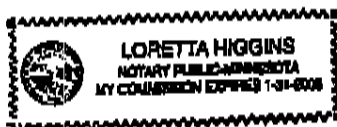
(Seal)
-Borrower

STATE OF MINNESOTA, PINE

County as:

On this 6 day of June 2003, before me appeared
 and
 ANDREW M. BABCOCK, ANN M. BABCOCK, husband and wife

to me personally known to be the person(s) described in and who executed the foregoing instrument and acknowledged that he/she/they executed the same as his/her/their free act and deed.



Loretta Higgins
 Notary Public

My Commission Expires: 1-31-05

This instrument was drafted by: Amber Rivers
 WASHINGTON MUTUAL BANK, FA, 10260 VIKING DRIVE SUITE 1, EDEN PRAIRIE,
 MN 55344.

Tax statements for the real property described in this instrument should be sent to:
 ANDREW M. BABCOCK, ANN M. BABCOCK

3426 COUNTY ROAD 43, WILLOW RIVER, MN 55795

AMB
AMB

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA**

In Re:

CHAPTER 7 CASE

Andrew M. Babcock
SSN XXX-XX-7470
Ann M. Babcock
SSN XXX-XX-6334

CASE NO. 04-50954 GFK

Debtor.

**MEMORANDUM IN SUPPORT OF
MOTION FOR RELIEF FROM STAY**

ARGUMENT

I. CAUSE EXISTS FOR THE GRANTING OF RELIEF FROM THE AUTOMATIC STAY PURSUANT TO 11 U.S.C. § 362(d)(1) WHERE THE INTEREST OF THIS SECURED CREDITOR IS NOT ADEQUATELY PROTECTED.

Pursuant to 11 U.S.C. § 362(g) the burden is on Debtor to prove absence of cause and/or adequate protection. Secured Creditor's interest in the property is not adequately protected where:

1. As of September 20, 2004, Debtor is delinquent for the monthly payments as required for the months of June, 2004 through September, 2004, in the amount of \$976.08 each; accruing late charges of \$154.76 and attorneys fees and costs of \$675.00.

2. Debtor has failed to make any offer of adequate protection.

II. THE AUTOMATIC STAY SHOULD BE MODIFIED PURSUANT TO 11 U.S.C. § 362(d)(2) WHERE (1) DEBTOR DOES NOT HAVE ANY EQUITY IN THE PROPERTY, AND (2) THE PROPERTY IS NOT NECESSARY TO AN EFFECTIVE REORGANIZATION.

The first requirement under § 362(d)(2) is met where the total of all the encumbrances against the property is in excess of the value of the property. The value of the property as scheduled by Debtor is \$164,000.00 subject to Secured Creditor's mortgage in excess of \$132,927.98.

The property is also subject to a second mortgage in favor of Washington Mutual in excess of

\$24,000.00.

Considering selling costs of 10%, Debtor has no real equity in the property. Since this is a liquidation case, no reorganization is being attempted.

CONCLUSION

Secured Creditor is entitled to relief from the automatic stay pursuant to 11 U.S.C. § 362(d)(1) for cause, and where its interest in the secured property is not adequately protected. Secured Creditor is also entitled to relief from the automatic stay pursuant to 11 U.S.C. § 362(d)(2) where Debtor has no equity in the property, and where the property is not necessary to an effective reorganization.

Secured Creditor respectfully requests an Order of this Court modifying the automatic stay consistent with the attached proposed Order.

Dated this 20th day of September, 2004.

WILFORD & GESKE

By /s/ James A. Geske

James A. Geske
Attorneys for Secured Creditor
7650 Currell Blvd., Ste 300
Woodbury, MN 55125
651-209-3300
Attorney Reg. No. 14969X

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MINNESOTA
DULUTH DIVISION**

IN RE:

ANDREW M. BABCOCK
ANN M. BABCOCK

DEBTORS

WASHINGTON MUTUAL

MOVANT

VS

**ANDREW M. BABCOCK
ANN M. BABCOCK
AND ROBERT R. KANUIT, TRUSTEE**

RESPONDENTS

THE UNIVERSITY OF CHICAGO

CASE NO. 04-50954-GFK

CHAPTER 7

**AFFIDAVIT OF Pamela Beck-Janssen
IN SUPPORT OF MOTION FOR RELIEF**

I, Pamela Beck-Janssen, hereby state the following:

1. I am a duly authorized representative of Washington Mutual ("WAMU") and its successors and/or assigns, and hereby make this Affidavit in such capacity.
2. WAMU is a Corporation organized under the laws of the State of Wisconsin, and is authorized to sue on its own behalf.
3. I am a custodian of records for WAMU as servicing agent for Federal National Mortgage Association ("Fannie Mae"). In the course of my employment, I have become familiar with the manner and method in which WAMU maintains its books and records in its regular course of business. Those books and records are managed by employees and agents whose duty it is to keep the books and records accurately and completely and to record each event or item at or near the time of the event or item so noted.
4. I have reviewed the books and records which reveal that Fannie Mae is the owner and holder of the following Note secured by Deed of Trust of even date therewith covering certain real property located at 3426 County Road 43, Willow River, Minnesota 55795, and more particularly described in those documents.
 - A. Note Number xxxxxx9032, in the original principal amount of \$130,800.00.
 - B. Debtors are in default on their obligations to Fannie Mae in that Debtors have failed to make their installment

payments when due and owing pursuant to the terms of the above-described Note.

C. As of September 3, 2004, the total indebtedness was \$132,219.91. Debtors are in default on 4 contractual payments (June 2004 through and including September 2004 payments). The amount of the current monthly mortgage installment payment is \$976.08, and the monthly late charge is \$38.69.

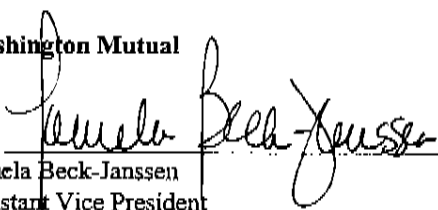
5. By failing to make the regular monthly installment payments due pursuant to the Note, Debtors have not provided adequate protection to Fannie Mae.

6. Fannie Mae has had to retain counsel to represent it before this Court and is incurring legal expenses and attorneys' fees for which it is entitled to reimbursement under the terms of its Note.

The foregoing facts are of my own personal knowledge and belief, and if called upon to appear as a witness, I could, and would, testify competently thereto. I declare under penalty of perjury that to the best of my knowledge the foregoing facts are true and correct.

Washington Mutual

By:


Pamela Beck-Janssen
Assistant Vice President

DATED: 9/9/04

SUBSCRIBED AND SWORN TO BEFORE ME on September 9, 2004


Notary Public in and for the State of Minnesota



7765-N-1633
minn

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA**

In Re:

CHAPTER 7 CASE

Andrew M. Babcock
SSN XXX-XX-7470
Ann M. Babcock
SSN XXX-XX-6334

CASE NO. 04-50954 GFK

Debtor.

**UNSWORN DECLARATION
FOR PROOF OF SERVICE**

Joanna Cheyka, employed by Wilford & Geske, attorneys licensed to practice law in this Court, with office address at 7650 Currell Blvd., Ste 300, Woodbury, Minnesota, declares that on September 20, 2004, I served the annexed Notice of Hearing and Motion for Relief from Stay, Memorandum in Support of Motion for Relief, Affidavit of Pamela Beck-Janssen, and proposed Order to each person referenced below, a copy thereof by enclosing the same in an envelope with first class mail postage prepaid and depositing the same in the post office at Woodbury, Minnesota addressed to each of them as follows:

Andrew M. Babcock
34246 Cty Rd 43
Willow river, MN 55795

Washington Mutual
7800 North 113th Street
Mail Stop MWIB201
Milwaukee, WI 53224

Ann M. Babcock
38 Hillside Terrace
Moose Lake, MN 55767

Robert R. Kanuit
4815 W Arrowhead Rd Ste 230
Hermantown, MN 55811

John B. Schulte
Begeske Law Offices
301 W 1st St Ste 713
Duluth, MN 55802

U.S. Trustee
1015 U.S. Courthouse
300 South 4th Street
Minneapolis, MN 55415

And I declare, under penalty of perjury, that the foregoing is true and correct.

Dated this 20th day of September, 2004.

/e/ Joanna Cheyka
Joanna Cheyka

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA**

In Re:

CHAPTER 7 CASE

Andrew M. Babcock
SSN XXX-XX-7470
Ann M. Babcock
SSN XXX-XX-6334

CASE NO. 04-50954 GFK

Debtor.

ORDER

The above entitled matter came on for hearing upon motion of Washington Mutual (hereinafter "Secured Creditor"), pursuant to 11 U.S.C. § 362 on October 6, 2004, at U.S. Courthouse, 515 West First Street, Duluth, Minnesota. Appearances were as noted in the record. Based upon the evidence adduced at said hearing, the arguments of counsel, and the Court being fully advised of the premises,

IT IS HEREBY ORDERED that Secured Creditor, its assignees and/or successors in interest, is granted relief from the stay of actions imposed by 11 U.S.C. § 362 with regard to that certain mortgage deed dated June 6, 2003, executed by Andrew M. Babcock and Ann M. Babcock, husband and wife, covering real estate located in Pine County, Minnesota, legally described as follows, to-wit:

The East Half of the Northwest Quarter of the Northwest Quarter of the Northeast Quarter of Section 18, Township 44, Range 19, Pine County, Minnesota. AND. The West Half of the Northeast Quarter of the Northwest Quarter of the Northeast Quarter, of Section 19, Township 44, Range 19, Pine County, Minnesota

and may pursue its remedies under state law in connection with the subject note and mortgage deed.

Notwithstanding Federal Rules of Bankruptcy Procedure 4001(a)(3), this Order is effective immediately.

Dated: _____

Judge of Bankruptcy Court